

# TERMS AND CONDITIONS FOR ACCESS AGREEMENT FOR DANSKE EBANKING 15-17

Effective from 1 June 2018

This document consists of two sets of terms and conditions for Danske eBanking 15-17 ('Danske eBanking').

The first set applies when you log on to Danske eBanking using NemID.

The second set applies when you log on using eSafekey® and ActiveCard. The second set applies only until you get your NemID.

## Danske eBanking with NemID

The terms and conditions applying to agreements on Danske eBanking 15-17 with NemID logon are set out below.

These terms and conditions apply when you begin to use your NemID for Danske eBanking.

### Introduction to the terms and conditions

You can log on to Danske eBanking with the NemID security solution or, in special cases, with a backup solution. See 1 and 2.

Using NemID or the backup solution in Danske eBanking is legally binding in the same way as when you sign a physical document. Danske eBanking, your NemID and the backup solution are thus considered personal and may be used by you only. See 3.

Do not disclose your password and/or other codes to anyone else, including members of your household. Do not write down your password or keep it with your code card or write it on the code card. See 6.

If you suspect unauthorised use of your NemID, including your code card or your password, you must call us immediately on tel. +45 70 20 70 20 or contact DanID. See 16

When you block your code card and/or your password or your NemID, you do not automatically block access to Danske eBanking via the backup solution. So it is important also to block the backup solution if you suspect unauthorised use. See 16.

You can also always block your Danske eBanking access by calling us on +45 70 20 70 20. See 16.

## 1 NemID security solution

The NemID security solution ensures that you and only you enter into agreements with Danske Bank.

As a part of your agreement on Danske eBanking, DanID creates a NemID for you. If you already have a NemID, you can register your existing NemID for your Danske eBanking agreement.

When you use Danske eBanking with NemID, the rules for NemID for online banking and the public digital signature apply. You receive a copy of the rules together with the agreement. You can also access them at [nemid.nu](http://nemid.nu).

## 2 Backup solution

If operations are disrupted or systems failure occurs at DanID or Danske Bank and this prevents you from using your NemID, you can access

Danske eBanking via a special backup solution accessible only in such cases.

The backup solution gives you access to Danske eBanking in the same way as if you had used your NemID.

When you use Danske eBanking with the backup solution, the rules and terms and conditions for this agreement apply.

The backup solution consists of three elements.

- Your CPR number as user ID
- The last eight digits of the card number of one of your Danske Bank payment cards as password
- A one-time password, which you receive by text message on your mobile phone (text message code).

If you choose to use the backup solution and enter your CPR number as user ID, you accept the use of your CPR number as user ID for the backup solution.

The backup solution cannot function unless you have a payment card issued by Danske Bank. You

must also register your mobile phone number with us in advance so that you can receive a code via text message.

You can enter your mobile phone number in Danske eBanking yourself. If your mobile number changes, please change it accordingly in Danske eBanking or contact us for help.

Your backup solution is personal and may be used only by you. Do not disclose your text message code to anyone else and do not leave the mobile phone on which you receive text message codes and your payment card number with others, including members of your household.

If you do not want to use the backup solution to access Danske eBanking in case of disruption of operations or systems failure, you must contact us.

If you suspect that someone else knows your text message code and you have not yet used it or that others have gained unauthorised access to your card number, or if you have lost your card or your mobile phone, please contact us immediately (see

16 Blocking and notification in case of irregularities and unauthorised use).

### **3 Use of NemID**

Using NemID or the backup solution in Danske eBanking is legally binding in the same way as when you sign a physical document. Danske eBanking, your NemID and the backup solution are thus considered personal and may be used only by you.

The rules on NemID, including the rules for storing information about your NemID, are set out in the rules on NemID for online banking and the public digital signature. These rules are available at [nemid.nu](http://nemid.nu).

You can read more about storing information for the backup solution in 2.

### **4 Computer security**

To avoid unauthorised use of Danske eBanking, it is important that you always protect your computer by applying the latest software updates

from your software suppliers, antivirus software and a firewall. For more advice on security, visit Danske Bank's website at [danskebank.dk](http://danskebank.dk).

### 5 Our liability for damages

Unless otherwise stipulated in 6, we are liable for losses resulting from the unauthorised use of Danske eBanking when you use your NemID or the backup solution.

In accordance with the stipulations in Danske Bank's General conditions - consumers on liability, Danske Bank cannot be held liable in certain extraordinary situations, unless Danske Bank ought to have foreseen, avoided or overcome the cause of the loss or if, under Danish law, Danske Bank is liable for the cause of the loss under any circumstances.

### 6 Your liability on unauthorised use

The rules on NemID, including the rules for keeping the user ID, passwords and code card safe, are set out in the rules on NemID for online banking and the public digital signature. These rules are available at [nemid.nu](http://nemid.nu).

Generally, your user ID, passwords and code card may be used only by you. Do not disclose your passwords and/or codes from your code card to anyone else, including members of your household. Do not write down your passwords or keep them with your code card or mobile phone or write them on the code card.

Your backup solution is also personal and may be used only by you. Do not disclose your text message code to anyone else and do not leave the mobile phone on which you receive text messages with others, including members of your household.

In case of unauthorised use of your Danske eBanking access, your liability will be determined in accordance with the rules of the Danish Guardianship Act (*Værgemålsloven*), the rules on minors' and legally incompetent parties' liability and the rules of the Danish Act on Payments (*Lov om betalinger*).

The excess of DKK 375 in section 100(2) of the Danish Act on Payments does not apply to you.

You are, however, liable for losses of up to DKK 8,000 if we can prove that you made unauthorised use of your card possible through gross negligence.

You are liable for the full loss if we can prove that you disclosed your user ID, your password or the codes in your code card to the unauthorised user and that you realised, or ought to have realised, that there was a risk of unauthorised use.

You will also be held liable for the full loss if you have acted fraudulently or have intentionally failed to meet your obligations in accordance with the terms and conditions for Danske eBanking.

You are not liable for losses arising after we have been asked to block your Danske eBanking access.

We may contact your guardian in case of questions about liability or about your use of Danske eBanking.

Sections 97, 98 and 100 of the Danish Act on Payments and excerpts from the rules of the Danish Guardianship Act are attached to

these terms and conditions.

## 7 Features in Danske eBanking

With your Danske eBanking solution, you can

- view information about your Danske Ung and Ung Opsparing accounts, including executed and future transactions
- transfer funds to and from your Danske Ung and Ung Opsparing accounts
- transfer funds to your other accounts or other customers' accounts with Danske Bank, another bank in Denmark or banks in most other countries
- pay payment forms
- send and receive messages to and from Danske Bank.

### 7.1 Order execution in Danske eBanking

To make a domestic account transfer, you must enter the registration number and account number of the payee's account and, where relevant, the date of the transfer (see the help functions for the individual screens in Danske eBanking).

To make an international account transfer, you must provide the account number/IBAN, SWIFT address and, where relevant, other information about the payee as well as the date of the payment. The Terms and conditions for transfers to and from Denmark and transfers in foreign currency in Denmark – consumers as well as the help functions for the individual screens offer more information about the data required.

You must enter the information in the right places in Danske eBanking.

We cannot execute orders if

- you have placed them in the 'Mail' function
- there are insufficient funds for the amount
- the information is insufficient

When you have created a payment/an order in Danske eBanking, you approve it with your personal password.

The time of your approval of the payment is also the transmission time. Immediately after transmission, you receive confirmation that we have received your order and that it will be

executed on the specified date (see, however, 7.2 Cut-off times, booking date and value date).

### 7.2 Cut-off times, booking date and value date

A number of cut-off times apply to the receipt of orders from you. See the Pay and Transfer menu item in Danske eBanking for cut-off times, booking date and value date for the various services.

### 7.3 Amount limits

Limits apply to the total daily amount of payments and cash transfers. You can see the current limit under the Pay and Transfer menu item in Danske eBanking. You are also welcome to contact your Danske Bank branch.

## 8 Checking of account entries

When a payment or transfer (transaction) has been completed, you can see it on the list of account entries in Danske eBanking. The list of account entries displays all transactions executed during a period of up to 13 months.

Each month, you can see the amount of fees paid over the past month. In addition, you regularly

receive account statements as prescribed by the terms and conditions governing the individual accounts.

Note that there may be transactions that have not yet been finally registered on your account.

You must regularly check the entries in your accounts.

Check whether there are entries in your accounts that you do not recognise. If that is the case, you must contact us immediately. If, by mistake, a withdrawal has been made in your account and you cannot accept it, we will credit the amount to your account.

If it turns out later that the withdrawal was not a mistake, we will debit the amount to your account and notify you accordingly.

If it turns out that the entry was the result of unauthorised use by a third party, that is, by another person, your liability will be determined as specified in 6 Liability on unauthorised use.

If it turns out that the entry was not the result of a mistake made by us or unauthorised use by a third party, we are entitled to charge interest from the date the amount was credited to your account to the date it was withdrawn. We may also charge fees for ordering copies of relevant receipts or statements.

### **9 Revocation of approved payments/orders**

You may revoke orders for transfers and payment of payment forms that you have placed and made via Danske eBanking until the last business day before the requested execution date.

See the Questions & Answers menu item in Danske eBanking for guidelines on how to revoke a payment within the stated cut-off times.

If you want to revoke other orders, please contact us.

### **10 Change of terms and conditions and features in Danske eBanking**

We reserve the right to amend these terms and conditions and to adjust features without prior

notice, provided the changes are to your advantage. Changes to your disadvantage are subject to two months' notice.

You will be notified of changes in a letter or a digital message, that is a message in Danske eBanking, an email or the like.

When we change the terms and conditions, you must inform us - before the changes take effect - if you do not want to be bound by the new terms and conditions. If we do not hear from you, we will consider it as your acceptance of the changes.

If you inform us that you do not wish to be bound by the new terms and conditions, the agreement will terminate when the new terms and conditions take effect.

Our digital services are regularly developed and adapted, and we may offer you new digital solutions. In some cases, new digital services will require a separate agreement.

### **11 Termination with and without notice**

You may terminate your Danske eBanking 15-17 agreement in writing at any time without notice.

We may terminate the agreement at two months' written notice. If you fail to fulfil your obligations under the agreement, we will be entitled to terminate it without notice, however.

If you have placed orders and entered into agreements prior to termination, they will be executed; see, however, 7.1 Order execution in Danske eBanking.

### **12 Costs associated with access to and use of Danske eBanking**

An updated list of charges is available in Danske eBanking. Transaction fees are charged to the accounts used for the transactions.

We may charge a fee for helping to recover funds transferred to an account by mistake because you stated a wrong identification code.

### **13 Use, storage and disclosure of personal data and information about purchases etc.**

When you use Danske eBanking 15-17, we register your user ID, your and your payee's account numbers and the amount and date of the transaction. If you use the system for money transfers, we forward information on the amount and transaction date as well as any message from you to the payee. Such data is sent through the payee's bank and its data and clearing centre.

The information is stored with the payee's bank and Danske Bank. The information is used by the banks for bookkeeping purposes, account statements and subsequent correction of errors, if any.

The information is disclosed to others only if so required by Danish law or if it is needed for legal actions arising out of the use of Danske eBanking.

The information is kept on file for the year of registration and the following five years.

### **14 Technical requirements**

To use Danske eBanking, you need a web browser and internet access. Read more about how to set up your computer on our website [danskebank.dk](http://danskebank.dk).

### **15 Customer Support and business hours**

#### **Customer Support**

Customer Support answers questions about how to install and use Danske eBanking.

Customer Support can be reached on tel. +45 70 10 55 01 every day. You can see Customer Support opening hours at [danskebank.dk](http://danskebank.dk), where you can also write to Customer Support.

Calls to Customer Support are charged at normal call charges.

#### **Business hours of Danske eBanking**

Danske eBanking 15-17 is open 24 hours a day, 365 days a year.

## **16 Blocking and notification in case of irregularities and unauthorised use**

### **16.1 Unauthorised use of your NemID and blocking**

If you suspect unauthorised use of your NemID, including your code card or the NemID app, you must contact us on tel. +45 70 20 70 20 or DanID immediately; see the rules on NemID for online banking and the public digital signature in 3.5.

When you block your code card, the NemID app and/or your password or your NemID, you do not automatically block access to Danske eBanking via the backup solution. So it is important also to block the backup solution if you suspect unauthorised use.

### **16.2 Blocking of this agreement**

You can block your Danske eBanking agreement 24 hours a day by calling the Kortstop blocking service on tel. +45 70 20 70 20. We subsequently send you written confirmation of the blocking, specifying the time when we received your request.

You can also block your Danske eBanking agreement by blocking your code card and your password or your NemID and asking us to close access through the backup solution.

We also reserve the right to block the agreement if we discover or suspect irregularities or unauthorised use of the agreement.

You must inform us immediately if you discover or suspect irregularities or unauthorised use of your agreement.

### **16.3 Notification to you in case of unauthorised use and security threats**

We contact you if we suspect or discover unauthorised use of the agreement. We also contact you if we become aware of any potential security threats.

We contact you in a secure way, such as via Danske eBanking, e-Boks, email or telephone.

### **16.4 Blocking of backup solution**

If you suspect that other persons know your text message code and you have not yet used it or that

other persons have fraudulently gained access to your card number, or if you have lost your card or your mobile phone, please contact us immediately on tel. +45 70 20 70 20.

You must contact Customer Support to cancel a blocking.

## **17 New copies of these terms and conditions**

If you lose this document or otherwise need a new copy, you can download it at [danskebank.dk](http://danskebank.dk). You are also welcome to contact your branch.

## **18 Complaints**

You can always contact your branch if you disagree with Danske Bank about a business matter. You are also welcome to call us on +45 70 12 34 56 (open every day). This will enable us to make sure that the disagreement is not based on a misunderstanding.

If you are still not satisfied with the outcome of your complaint, you may contact Danske Bank's

Legal Department, which handles customer complaints. The address is:

Danske Bank  
Juridisk Afdeling  
Holmens Kanal 2-12  
DK-1092 København K  
klageservice@danskebank.dk.

If you still disagree or are not satisfied, you can complain to the Danish Complaint Board of Banking Services:

Pengeinstitutankenævnet  
Amaliegade 8 B, 2.  
DK-1256 København K  
pengeinstitutankenaevnet.dk

or the Danish Consumer Ombudsman:  
Forbrugerombudsmanden  
Carl Jakobsens Vej 35  
DK-2500 Valby  
forbrugerombudsmanden@kfst.dk

## Terms and Conditions for Danske eBanking 15-17 with e-Safekey® and ActivCard

The terms and conditions applying to agreements on Danske eBanking 15-17 with e-Safekey® and ActivCard are set out below.

These terms and conditions apply from 1 January 2018 and until you begin using NemID for your Danske eBanking 15-17 agreement.

Danske eBanking 15-17 ('Danske eBanking') is Danske Bank's internet-based home banking system for personal customers aged 15 to 17.

You use Danske eBanking with your chosen security solution(s).

You can choose between the following two security solutions:

- e-Safekey®
- ActivCard

### 1 e-Safekey®

The e-Safekey® security solution consists of three elements:

- Your original user ID provided to you either by your branch or by separate letter
- Your personal password
- Your personal user ID, which is saved as a file on your computer

The e-Safekey security solution includes a feature ensuring that you can access Danske eBanking only from a computer to which your e-Safekey is locked. You can lock your e-Safekey to several computers.

You must never

- disclose your personal password or user ID to others
- copy the personal user ID to a computer over which you do not have full control
- write down the password and keep it near the computer

Instead, we recommend that you choose a personal password that you can easily remember.

When you communicate with us, we may ask you to state your original user ID. But we will never ask you to disclose your personal password or to send us the file with your personal user ID.

If you suspect that somebody else knows your personal password or has had access to your personal user ID, you must contact us immediately (see 16 Blocking and notification in case of irregularities and unauthorised use).

### 2 ActivCard

The ActivCard security solution consists of three elements:

- Your user ID, which you have received at the bank or by mail in a separate letter.
- Your personal password
- Your ActivCard, which can generate one-time passwords

It is important that you never disclose your personal password, ActivCard PIN or the ActivCard itself to others, write down your

passwords or store them together with your ActivCard.

Instead, we recommend that you choose passwords that you can easily remember.

When you communicate with us, we may ask you to state your user ID, but we will never ask you to disclose your personal password.

You should pay particular attention to security risks when using the ActivCard solution on computers over which you do not have full control.

If you suspect that somebody else knows your personal password or has had access to your ActivCard, you must contact us immediately (see 16 Blocking and notification in case of irregularities and unauthorised use).

### **3 Use of your personal password**

Use of the personal password for Danske eBanking is legally binding in the same way as when you sign a physical document. Danske eBanking and your security solution(s), including

your user ID and personal password, are thus personal and may be used only by you.

You must store information about your security solution(s) in such a way that others do not have access to your personal data.

### **4 Computer security**

To avoid unauthorised use of your Danske eBanking access, it is important that you always protect your computer by applying the latest software updates from your software suppliers, antivirus software and a firewall. For more advice on security, visit Danske Bank's website at [danskebank.dk](http://danskebank.dk).

### **5 Our liability for damages**

Unless otherwise stipulated in 6, we are liable for losses resulting from unauthorised use of Danske eBanking 15-17 when you have used your personal password.

In accordance with the stipulations in Danske Bank's General conditions - consumers on

liability, Danske Bank cannot be held liable in certain extraordinary situations, unless Danske Bank ought to have foreseen, avoided or overcome the cause of the loss or if, under Danish law, Danske Bank is liable for the cause of the loss under any circumstances.

### **6 Your liability in case of unauthorised use**

You must keep your personal password safe. Do not keep your password with your security solution, and do not disclose or give other persons access to your password (see 1 e-Safekey® and 2 ActivCard).

In case of unauthorised use of your Danske eBanking access, your liability will be determined in accordance with the rules of the Danish Guardianship Act (*Værgemålsloven*), the rules on minors' and legally incompetent parties' liability and the rules of the Danish Act on Payments (*Lov om betalinger*).

The excess of DKK 375 in section 100(2) of the Danish Act on Payments does not apply to you.

You are, however, liable for losses of up to DKK 8,000 if we can prove that you made unauthorised use of your card possible through gross negligence.

You are liable for the full loss if we can prove that you disclosed your user ID, your password or the codes in your code card to the unauthorised user and that you realised, or ought to have realised, that there was a risk of unauthorised use. You will also be held liable for the full loss if you have acted fraudulently or have intentionally failed to meet your obligations in accordance with these terms and conditions.

You are not liable for losses arising after we have been asked to block your Danske eBanking access.

We may contact your guardian, for example in case of questions about liability or about your use of Danske eBanking 15-17.

Sections 97, 98 and 100 of the Danish Act on Payments and excerpts of the rules of the Danish Guardianship Act are attached to these terms and conditions.

## 7 Features of Danske eBanking 15-17

In Danske eBanking, you can

- view information about your Danske Ung and Ung Opsparing accounts, including executed and future transactions
- transfer funds to and from your Danske Ung and Ung Opsparing accounts
- transfer funds to your other accounts or other customers' accounts with Danske Bank, another bank in Denmark or banks in most other countries
- pay payment forms, and send and receive messages to and from Danske Bank

### 7.1 Order execution in Danske eBanking

To make a domestic account transfer, you must enter the registration number and account number of the payee's account and, where relevant, the date of the transfer (see the help functions for the individual screens in Danske eBanking).

To make an international account transfer, you must provide the account number/IBAN, SWIFT address and, where relevant, other information

about the payee as well as the date of the payment.

The Terms and conditions for transfers to and from Denmark and transfers in foreign currency in Denmark – consumers as well as the help functions for the individual screens offer more information about the data required in Danske eBanking.

You must enter the information in the right places in Danske eBanking.

We cannot execute orders if

- they have been placed in the 'Mail' function
- there are insufficient funds for the amount
- the information is insufficient

When you have created a payment/order in Danske eBanking, you approve it with your personal password.

The time of your approval of the payment is also the transmission time.

Immediately after transmission, you receive confirmation that we have received your order and that it will be executed on the specified date (see 7.2 Cut-off times, booking date and value date).

### 7.2 Cut-off times, booking date and value date

A number of cut-off times apply to the receipt of orders from you.

See the Pay and Transfer menu item in Danske eBanking for cut-off times, booking date and value date for the various services.

### 7.3 Amount limits

Limits apply to the total daily amount of payments and cash transfers. Information on applicable limits is available in Danske eBanking under the Pay and Transfer menu item or from your local branch.

## 8 Checking of account entries

When a payment or transfer (transaction) has been completed, you can see it on the list of account entries in Danske eBanking.

The list of account entries displays all transactions executed during a period of up to 13 months.

Each month, you can see the amount of fees paid over the past month.

In addition, you regularly receive account statements as prescribed by the terms and conditions governing the individual accounts.

Note that there may be transactions that have not yet been finally registered on your account.

You must regularly check the entries in your accounts.

Check whether there are entries in your accounts that you do not recognise. If that is the case, you must contact us immediately.

If, by mistake, a withdrawal has been made in your account and you cannot accept it, we will credit the amount to your account.

If it turns out later that the withdrawal was not a mistake, we will debit the amount to your account and notify you accordingly.

If it turns out that the entry was the result of unauthorised use by a third party, that is, by another person, your liability will be determined as specified in 6 Liability on unauthorised use.

If it turns out that the entry was not the result of a mistake made by us or unauthorised use by a third party, we are entitled to charge interest from the date the amount was credited to your account to the date it was withdrawn. We may also charge fees for ordering copies of relevant receipts or statements.

## 9 Revocation of approved payments/orders

You may revoke orders for transfers and payment of payment forms that you have placed via Danske eBanking until the last business day before the requested execution date.

See the Questions & Answers menu item in Danske eBanking for guidelines on how to revoke a payment within the stated cut-off times.

If you want to revoke other orders, please contact us.

### **10 Change of terms and conditions and features in Danske eBanking**

We reserve the right to amend these terms and conditions and to adjust features in Danske eBanking without prior notice, provided the changes are to your advantage. Changes to your disadvantage are subject to two months' notice. You will be notified of any changes by letter or digitally, for example via Danske eBanking or by email.

When we change the terms and conditions, you must inform us - before the changes take effect - if you do not want to be bound by the new terms and conditions. If we do not hear from you, we will consider it as your acceptance of the changes.

If you inform us that you do not wish to be bound by the new terms and conditions, the agreement

will terminate when the new terms and conditions take effect.

We continually develop and adjust our digital services, and new services may be offered in the future. In some cases, new digital services will require a separate agreement.

### **11 Termination with and without notice**

You may terminate your Danske eBanking 15-17 agreement in writing at any time without notice.

We may terminate the agreement at two months' written notice. If you fail to fulfil your obligations under the agreement, we will be entitled to terminate it without notice, however.

If you have placed orders and entered into agreements prior to termination, they will be executed; see, however, 7.1 Order execution in Danske eBanking.

### **12 Costs associated with access to and use of Danske eBanking**

An updated list of charges is available in Danske eBanking. Transaction fees are charged to the accounts used for the transactions.

We may charge a fee for helping to recover funds transferred to an account by mistake because you stated a wrong identification code.

### **13 Use, storage and disclosure of personal data and information about purchases etc.**

When you use Danske eBanking, we register your user ID, your and your payee's account numbers and the amount and date of the transaction.

If you use the system for money transfers, we will forward information on the amount and transaction date as well as any message from you to the payee. Such data is sent through the payee's bank and its data and clearing centre.

The information is stored with the payee's bank and Danske Bank. The information is used by the

banks for bookkeeping purposes, account statements and subsequent correction of errors, if any.

The information is passed on to others only if so required by Danish law or if it is needed for legal actions arising out of the use of the system.

The information is kept on file for the year of registration and the following five years.

#### 14 Technical requirements

To use Danske eBanking, you need a web browser and internet access. Read more about how to set up your computer on our website [danskebank.dk](http://danskebank.dk).

Please note that the e-Safekey® security solution is compatible only with Internet Explorer for Windows.

If you use another operating system such as Mac, or another browser, you must opt for the ActivCard security solution.

#### 15 Customer Support and business hours

##### Customer Support

Customer Support answers questions about how to install and use Danske eBanking.

Customer Support can be reached on tel. +45 70 10 55 01 every day. You can see Customer Support opening hours at [danskebank.dk](http://danskebank.dk), where you can also write to Customer Support.

Calls to Customer Support are charged at normal call charges.

##### Business hours of Danske eBanking

Danske eBanking is open 24 hours a day, 365 days a year.

#### 16 Blocking and notification in case of irregularities and unauthorised use

You can block your Danske eBanking agreement 24 hours a day by calling the Kortstop blocking service on tel. +45 70 20 70 20.

If you have more than one security solution and you block your Danske eBanking access, the entire agreement, including all security solutions, will be blocked.

We subsequently send you written confirmation of the blocking, specifying the time when we received your request.

For security reasons, your Danske eBanking access is automatically blocked if you have not activated it within two months of signing the agreement.

You must inform us immediately if you discover or suspect irregularities or unauthorised use of your agreement, your user ID or your personal password.

We reserve the right to block the agreement without notice if we discover or suspect irregularities or unauthorised use of your agreement.

You must contact Customer Support to cancel the blocking.

**17 Notification to you in case of unauthorised use and security threats**

We contact you if we suspect or discover unauthorised use of the agreement. We also contact you if we become aware of any potential security threats.

We contact you in a secure way, such as via Danske eBanking, e-Boks, email or telephone.

**18 New copies of these terms and conditions**

If you lose this document or otherwise need a new copy, you can download it at [danskebank.dk](http://danskebank.dk). You are also welcome to contact your branch.

**19 Complaints**

You can always contact your branch if you disagree with Danske Bank about a business matter. You can also call us on tel. +45 70 12 34 56 (the line is open every day). This will enable us to make sure that the disagreement is not based on a misunderstanding.

If you still disagree or are not satisfied with the outcome of your complaint, you may contact our Legal Department, which is in charge of handling customer complaints.

The address is:

Danske Bank  
Juridisk Afdeling  
Holmens Kanal 2-12  
DK-1092 København K  
[klageservice@danskebank.dk](mailto:klageservice@danskebank.dk)

If you still disagree or are not satisfied, you can complain to the Danish Complaint Board of Banking Services:

Pengeinstitutankenævnet

Amaliegade 8B, 2.  
DK-1256 København K  
[pengeinstitutankenaevnet.dk](http://pengeinstitutankenaevnet.dk)

or the Danish Consumer Ombudsman:

Forbrugerombudsmanden  
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## Excerpts from the Danish Act on Payments

### Liability rules

97. Objections to unauthorised or incorrectly executed payment transactions must be received by the provider as soon as possible and not later than 13 months after the debit date of the relevant payment transaction. The deadline is calculated from the time at which the provider has communicated this information or made it available, if they have not been communicated in advance.

(2) Objections against unauthorised or erroneous payment transactions initiated via a provider of payment initiation services must be addressed to the account-holding provider in accordance with subsection (1), see, however, section 99(2) and (3) and section 104.

98. If a payer denies having authorised or initiated a payment transaction, the provider of the payment service must prove that the payment transaction was correctly registered and booked and not affected by technical failure or other errors, see, however, subsection (3). In connection with the use of a payment instrument, the provider

furthermore has to prove that the payment instrument's personalised security feature was used in connection with the payment transaction.

(2) If a payer denies having authorised or initiated a payment transaction, the recorded use of a payment instrument is not in itself proof that the payer authorised the transaction, that the payer acted fraudulently or failed to fulfil his obligations.

(3) If a payer denies having authorised or initiated a payment transaction which was initiated via a provider of payment initiation services, the provider of the payment initiation service must prove that the payment transaction was correctly registered and booked and not affected by technical failure or other errors.

100. The payer's provider of payment services is liable to the payer for any loss incurred due to the unauthorised use by a third party of a payment service unless otherwise provided in subsections (2) to (5) hereof. The payer is only liable under subsections (3) to (5) hereof if the transaction was accurately recorded and entered in the accounts, see, however, subsection (2).

(2) However, the payer is liable without limitation with respect to any loss incurred due to the payer

acting fraudulently or wilfully failing to fulfil his obligations under section 93.

(3) Except where subsections (4) and (5) hereof provide for more extensive liability, the payer is liable for an amount up to DKK 375 for any loss incurred due to the unauthorised use by a third party of the payment service where the personalised security feature linked to the payment service has been used.

(4) Except where subsection (5) provides for more extensive liability, the payer is liable for an amount up to DKK 8,000 for any loss incurred as a result of the unauthorised use by a third party of the payment instrument if the payer's provider is able to establish that the personalised security feature linked to the payment instrument was used; and

1) that the payer failed to notify the payer's provider as soon as possible after having become aware that the payment service's payment instrument was missing or that the personalised security feature linked to the payment instrument had come to the knowledge of the unauthorised user;

2) that the payer intentionally made the personalised security feature of the payment instrument available to the person making such

unauthorised use without this falling within the scope of subsection (5); or  
 3) that, through grossly inappropriate conduct, the payer made such unauthorised use possible.  
 (5) The payer is liable without limitation with respect to any loss incurred due to the unauthorised use by a third party of the payment service where the personalised security feature linked to the payment instrument was used and the payer's provider proves that the payer disclosed the personalised security feature to the person making the unauthorised use, and that the circumstances were such that the payer knew or ought to have known that there was a risk of abuse.  
 (6) Notwithstanding the provisions of subsections (3) to (5) hereof, the payer's provider is liable for any unauthorised use  
 1) after the provider was notified that the payment instrument linked to the payment service had been lost, that the personalised security feature had come to the knowledge of an unauthorised person, or that the payer required the payment instrument to be blocked for any other reason.  
 2) when it is caused by actions taken by a service provider's employees, agents or branch or an

entity to whom the service provider's activities have been outsourced, or their passivity, or  
 3) because the provider has not taken appropriate measures, see section 94(1)(2).  
 (7) Notwithstanding subsections (3) to (5) hereof, the payer's provider is also liable, unless the payer has acted fraudulently. The payment recipient or his/her provider must compensate the loss suffered by the payer's provider if the payee or its service provider has failed to use strong customer authentication. Sentences 1 and 2 do not apply to the services comprised by section 1(5) and section 5(14)-(16).  
 (8) Notwithstanding the provisions of subsections (3) to (5) hereof, the payer's provider is also liable if the loss, theft or unauthorised acquisition of the payment instrument linked to the payment service or the personalised security feature linked to the payment service could not be detected by the payer prior to the unauthorised use.  
 (9) Moreover, notwithstanding the provisions of subsections (3) to (5) hereof, the payer's provider is liable if the payee knew or ought to have known that the use of the payment service was unauthorised.

(10) The provisions of subsections (1) to (9) hereof also apply to electronic money except where the payer's provider of electronic money is unable to block the payment account or the payment instrument.

**Excerpts from the Danish Guardianship Act**

1.-[1] Children and young people under the age of 18 who have not married are minors and therefore legally incompetent.

[2] Minors cannot commit themselves in legal transactions or dispose of their assets unless otherwise stipulated.

[3] Unless otherwise stipulated, the guardians act on behalf of the minor in financial affairs.

42.-[1] Legally incompetent persons may dispose of the following assets:

4. assets acquired through own work after they have attained the age of 15 or have been deprived of their legal capacity;
5. assets given to them as a gift for their sole use and benefit or as an optional inheritance; and
6. assets that the guardian may have left to them pursuant to section 25[3].

[2] Legally incompetent persons' right to dispose of assets also covers income from the acquired

assets and anything that replaces them. It does not entail a right to assume debt obligations.